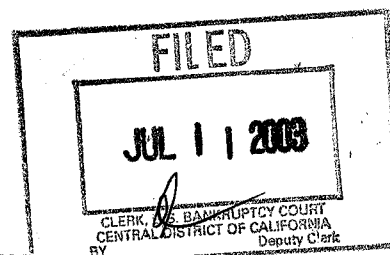


Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number  
Jay L. Michaelson Bar No. 39774  
Michaelson, Susi & Michaelson  
7 West Figueroa Street, Second Floor  
Santa Barbara, CA 93101  
(805) 965-1011

FOR COURT USE ONLY



**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re: HARRY SCHIKORA

CASE NO.: ND 02-11603-RR

Debtor(s) **SUPPLEMENT TO**

**NOTICE OF SALE OF ESTATE PROPERTY**

**Sale Date:** 7/29/03

**Time:** 10:00 A.M.

**Location:** 1415 State Street, Courtroom 201

Type of Sale: ☒ Public ☐ Private Last date to file objections: 7/15/03

Description of Property to be Sold: Residential condominium unit located at 1118 Third Street, Unit 601, Santa Monica, CA

Terms and Conditions of Sale: SEE ATTACHED

Proposed Sale Price: \$630,000

Overbid Procedure (If Any): See original motion filed with the court on 7/3/03

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Jay L. Michaelson  
Michaelson, Susi & Michaelson  
7 West Figueroa Street, 2nd Floor  
Santa Barbara, CA 93101  
(805) 965-1011; 965-7351 (fax) jay@msmlaw.com

Date: July 11, 2003

COPY

MICHAELSON, SUSI & MICHAELSON

(SPACE BELOW FOR FILING STAMP ONLY)

A Professional Corporation

ATTORNEYS AT LAW

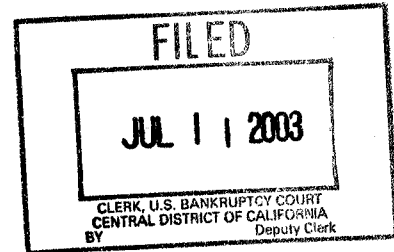
SEVEN WEST FIGUEROA STREET, SECOND FLOOR

SANTA BARBARA, CALIFORNIA 93101-3191

Telephone: (805) 965-1011

Facsimile: (805) 965-7351

JAY L. MICHAELSON, ESQ., Bar No. 39774



Attorneys for Chapter 7 Trustee, David Y. Farmer

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

HARRY SCHIKORA,

Debtor.

) BK No. ND 02-11603-RR

) Chapter 7

) NOTICE OF ERRATA AND SUPPLEMENT  
) TO MOTION FOR ORDER AUTHORIZING  
) TRUSTEE TO SELL REAL PROPERTY,  
) TO PAY COSTS OF SALE, INCLUDING  
) A SALES COMMISSION, AND TO  
) SATISFY DIRECTLY FROM ESCROW  
) CERTAIN OBLIGATIONS SECURED BY  
) THE PROPERTY TO BE SOLD AND  
) FREE AND CLEAR OF THE ABSTRACTS  
) OF JUDGMENT RECORDED BY ELMER  
) BUXTON WITH LIENS TO ATTACH TO  
) PROCEEDS OF SALE; DECLARATIONS  
) OF DAVID Y. FARMER AND CAROLINE  
) HANASAB IN SUPPORT THEREOF; AND  
) OVERBID PROCEDURE

) Date: July 29, 2003

) Time: 10:00 a.m.

) Place: 1415 State Street  
) Courtroom 201  
) Santa Barbara, CA

TO THE UNITED STATES TRUSTEE, CREDITORS, ALL PARTIES  
REQUESTING SPECIAL NOTICE, AND OTHER PARTIES IN INTEREST:

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached  
(C.A.R. Form RPA-CA, Revised 10/02)

Date July 1, 2003, at BEVERLY HILLS, California.

1. OFFER:  
A. THIS IS AN OFFER FROM NIKKI KEDDIE ("Buyer").

B. THE REAL PROPERTY TO BE ACQUIRED is described as 1118 3RD STREET, #601, SANTA MONICA, CA 90403,  
Assessor's Parcel No. \_\_\_\_\_, situated in  
SANTA MONICA, County of LOS ANGELES, California, ("Property").

C. THE PURCHASE PRICE offered is Six Hundred Thirty Thousand  
Dollars \$ 630,000.00

D. CLOSE OF ESCROW shall occur on \_\_\_\_\_ (date) (or ☒ 45 Days After Acceptance).

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2K or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 10,000.00  
to the agent submitting the offer (or to ☐ \_\_\_\_\_), by personal check  
(or ☐ \_\_\_\_\_), made payable to David Y. Farmer (Chapter 7 Trustee),  
which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance  
(or ☐ \_\_\_\_\_), with  
Escrow Holder, (or ☐ into Broker's trust account).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ 8,900.00  
within 7 Days After Acceptance, or ☐ \_\_\_\_\_

C. FIRST LOAN IN THE AMOUNT OF \$ 472,500.00

(1) NEW First Deed of Trust in favor of lender, encumbering the Property, securing a note payable at maximum  
interest of 5.750 % fixed rate, or \_\_\_\_\_ % initial adjustable rate with a maximum interest rate  
of \_\_\_\_\_ %, balance due in 30 years, amortized over 30 years. Buyer shall  
pay loan fees/points not to exceed 1. (These terms apply whether the designated loan  
is: conventional, FHA or VA.)

(2) ☐ FHA ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.)  
Seller shall pay \_\_\_\_\_ % discount points. Seller shall pay other fees not allowed to be paid by Buyer,  
☐ not to exceed \$ \_\_\_\_\_. Seller shall pay the cost of lender required Repairs (including  
those for wood destroying pest) not otherwise provided for in this Agreement, ☐ not to exceed  
\$ \_\_\_\_\_. (Actual loan amount may increase if mortgage insurance premiums, funding  
fees or closing costs are financed.)

D. ADDITIONAL FINANCING TERMS: ☐ Seller financing, (C.A.R. Form SFA); ☐ secondary financing, \_\_\_\_\_ \$  
(C.A.R. Form PAA, paragraph 4A); ☐ assumed financing (C.A.R. Form PAA, paragraph 4B)

E. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of \$ 138,600.00  
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \_\_\_\_\_ \$ 630,000.00

G. LOAN APPLICATIONS: Within 7 (or ☐ \_\_\_\_\_) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan  
broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for the NEW loan  
specified in 2C above.

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2G) shall, within  
7 (or ☐ \_\_\_\_\_) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

I. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or ☐ \_\_\_\_\_) Days After Acceptance, Buyer shall, as specified in paragraph 14, remove  
the loan contingency or cancel this Agreement; OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are  
funded.

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, ☐ IS NOT) contingent upon the Property appraising at no  
less than the specified purchase price. Buyer shall, as specified in paragraph 14, remove the appraisal contingency or cancel this Agreement  
when the loan contingency is removed (or, if checked, ☐ within 17 (or ☐ \_\_\_\_\_) Days After Acceptance).

K. ☐ NO LOAN CONTINGENCY (if checked): Obtaining any loan in paragraphs 2C, 2D or elsewhere in this Agreement is NOT a contingency of this  
Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or  
other legal remedies.

L. ☐ ALL CASH OFFER (if checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or ☐ \_\_\_\_\_) Days After Acceptance,  
provide Seller written verification of sufficient funds to close this transaction.

## 3. CLOSING AND OCCUPANCY:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Occupancy shall be delivered to Buyer at 5 ☐ AM ☒ PM, ☒ on the date of Close Of Escrow;  
☐ on \_\_\_\_\_; or ☐ no later than \_\_\_\_\_ Days After Close Of Escrow. (C.A.R. Form PAA, paragraph 2.) If transfer of title and  
occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement; and (ii) consult with their  
insurance and legal advisors.

Buyer's Initials (        ) (        )  
Seller's Initials (        ) (        )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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RPA-CA REVISED 10/02 (PAGE 1 OF 8)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: nourmand

Phone: (310) 2744000

Fax: (310)

Prepared using WINForms® software

Broker: Nourmand & Associates

210 N Canon Dr

Beverly Hills

CA 90210

EXHIBIT "A"

- C. Tenant-occupied property: (i) Property shall be vacant at least 5 (or ☐ \_\_\_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR (ii) (if checked) ☐ Tenant to remain in possession. The attached addendum is incorporated into this Agreement (C.A.R. Form PAA, paragraph 3.);
- OR (iii) (if checked) ☐ This Agreement is contingent upon Buyer and Seller entering into a written agreement regarding occupancy of the Property within the time specified in paragraph 14. If no written agreement is reached within this time, either Buyer or Seller may cancel this Agreement in writing.
- D. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available Copies of such warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarm and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service shall be by the method specified in paragraph 14.
- A. WOOD DESTROYING PEST INSPECTION:
- (1) ☐ Buyer ☒ Seller shall pay for an inspection and report for wood destroying pests and organisms ("Report") which shall be prepared by Seller's choice of \_\_\_\_\_, a registered structural pest control company. The Report shall cover the accessible areas of the main building and attached structures and, if checked: ☐ detached garages and carports, ☐ detached decks, ☒ the following other structures or areas unit only \_\_\_\_\_. The Report shall not include roof coverings. If Property is a condominium or located in a common interest subdivision, the Report shall include only the separate interest and any exclusive-use areas being transferred and shall not include common areas, unless otherwise agreed. Water tests of shower pans on upper level units may not be performed without consent of the owners of property below the shower.
- OR (2) ☐ (If checked) The attached addendum (C.A.R. Form WPA) regarding wood destroying pest inspection and allocation of cost is incorporated into this Agreement.
- B. OTHER INSPECTIONS AND REPORTS:
- (1) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal systems inspected \_\_\_\_\_.
- (2) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity \_\_\_\_\_.
- (3) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by \_\_\_\_\_.
- (4) ☐ Buyer ☐ Seller shall pay for the following inspection or report \_\_\_\_\_.
- (5) ☐ Buyer ☐ Seller shall pay for the following inspection or report \_\_\_\_\_.
- C. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law, \_\_\_\_\_.
- D. ESCROW AND TITLE:
- (1) ☒ Buyer ☒ Seller shall pay escrow fee Split 50/50 \_\_\_\_\_.
- Escrow Holder shall be Seller's Choice of \_\_\_\_\_.
- (2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 12 \_\_\_\_\_.
- Owner's title policy to be issued by Investors Title Company (Debbie Rockoff) \_\_\_\_\_.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
- E. OTHER COSTS
- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee \_\_\_\_\_.
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or transfer fee \_\_\_\_\_.
- (3) ☐ Buyer ☒ Seller shall pay HOA transfer fee \_\_\_\_\_.
- (4) ☐ Buyer ☒ Seller shall pay HOA document preparation fees \_\_\_\_\_.
- (5) ☐ Buyer ☒ Seller shall pay the cost, not to exceed \$ 400.00 \_\_\_\_\_, of a one-year home warranty plan, issued by CRIS \_\_\_\_\_.
- with the following optional coverage: \_\_\_\_\_.
- (6) ☐ Buyer ☒ Seller shall pay for Section I Pest Report \_\_\_\_\_.
- (7) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_.
5. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:
- A. (1) Seller shall, within the time specified in paragraph 14, deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the California Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1975) and, if Seller has actual knowledge, an industrial use and military ordinance location disclosure (C.A.R. Form SSD).
- (2) Buyer shall, within the time specified in paragraph 14, return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

Buyer's Initials ( WR ) \_\_\_\_\_  
 Seller's Initials ( DR ) \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



(4) If any disclosure or notice specified in SA(1), or subsequent or amended disclosure or notice is delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After delivery in person, or 5 Days After delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)

(5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14, Seller shall, if required by Law: (i) deliver to Buyer earth quake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. DATA BASE DISCLOSURE: NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

#### 6. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

A. SELLER HAS: 7 (or ☐ ) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned unit development or other common interest subdivision.

B. If the Property is a condominium or is located in a planned unit development or other common interest subdivision, Seller has 3 (or ☐ ) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14.

#### 7. CONDITIONS AFFECTING PROPERTY:

A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

B. SELLER SHALL, within the time specified in paragraph 14, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.

C. NOTE TO BUYER: You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property Improvements may not be built according to code, in compliance with current Law, or have had permits issued.

D. NOTE TO SELLER: Buyer has the right to inspect the Property and, as specified in paragraph 14, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action. *NO*

#### 8. ITEMS INCLUDED AND EXCLUDED:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.

#### B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) Existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms;

(3) The following items: *Couch, Dinnette Table w/ Four Chairs, Washer & Dryer, Refrigerator & All*

*Appliances. If Seller wants to deliver good title to said items*

(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(5) All items included shall be transferred free of liens and without Seller warranty.

#### C. ITEMS EXCLUDED FROM SALE:

*Buyer shall receive \$5000.00 credit against purchase price*

#### 9. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14. Within the time specified in paragraph 14, Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Buyer shall complete Buyer Investigations and, as specified in paragraph 14, remove the contingency or cancel this Agreement. Buyer shall give Seller at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make the Property available for all Buyer Investigations. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

Buyer's Initials ( *[Signature]* )

Seller's Initials ( *[Signature]* )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



EQUAL HOUSING OPPORTUNITY

10. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
11. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs: Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
12. **TITLE AND VESTING:**
- Within the time specified in paragraph 14, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14.
  - Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
  - Within the time specified in paragraph 14, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
  - At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
  - Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
13. **SALE OF BUYER'S PROPERTY:**
- This Agreement is NOT contingent upon the sale of any property owned by Buyer.
  - ☐ (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RROR).
- SELLER HAS:** 7 (or ☐ \_\_\_\_\_) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 5A and B, 6A, 7B and 12.
  - BUYER HAS:** 17 (or ☐ \_\_\_\_\_) Days After Acceptance, unless otherwise agreed in writing, to:
    - complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and
    - return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.
  - Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form R: 1). Seller has no obligation to agree to or respond to Buyer's requests.
  - At the end of the time specified in 14B(1) (or 21 for loan contingency or 2J for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RROR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or ☐ \_\_\_\_\_) Days after receipt of any such items, or the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 6B.
- C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**
- Seller right to Cancel; Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.
  - Continuation of Contingency:** Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller. remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).
  - Seller right to Cancel; Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (v) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer a Notice to Perform regarding Close of Escrow.
  - Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or ☐ \_\_\_\_\_) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet a 14C(3) obligation.

Buyer's Initials (                      )  
 Seller's Initials (                      )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
- E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_) Days Prior to Close (if Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.
16. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

17. DISPUTE RESOLUTION:
- A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 17B(2) and (3) below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 17B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in California Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.
- (3) BROKERS: Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 17 A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials WA / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

NO

Buyer's Initials ( WA ) ( \_\_\_\_\_ )  
Seller's Initials ( WA ) ( \_\_\_\_\_ )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





18. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
19. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
20. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
21. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
22. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 17A.
23. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
24. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
25. **OTHER TERMS AND CONDITIONS,** including attached supplements:
- A. ☒ Buyer's Inspection Advisory (C.A.R. Form BIA-11)
- B. ☐ Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: )
- C. ☐ Wood Destroying Pest Inspection and Allocation Of Cost Addendum (C.A.R. Form WPA)
- D. Sale subject to Bankruptcy Court Approval
26. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means the terms and conditions of this accepted California Residential Purchase Agreement and any accepted counter offers and addenda.
- C. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days, unless otherwise required by Law.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Notice to Buyer to Perform" means a document (C.A.R. Form NSP), which shall be in writing and Signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 14C(1)) to remove a contingency or perform as applicable.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- N. Singular and Plural terms each include the other, when appropriate.

Buyer's Initials (                      )  
Seller's Initials (                      )

Reviewed by                      Date                     



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**27. AGENCY:**

- A. DISCLOSURE:** Buyer and Seller each acknowledge prior receipt of C.A.R. Form AD "Disclosure Regarding Real Estate Agency Relationships."
- B. POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- C. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
- Listing Agent NOURMAND & ASSOCIATES (Print Firm Name) is the agent of (check one): ☐ the Seller exclusively; or ☒ both the Buyer and Seller.
- Selling Agent NOURMAND & ASSOCIATES (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

**28. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 2, 4, 12, 13B, 14E, 18, 19, 24, 25B and C, 26, 28, 29, 32A, 33 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 29 or 32A, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B.** A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or    ). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- C.** Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 29, 32A and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 29 and 32A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- D.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

**29. BROKER COMPENSATION FROM BUYER:** If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.

**30. TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer's Initials (    ) (    )  
 Seller's Initials (    ) (    )

Reviewed by    Date   



Jul-08-03 10:57am From:NDURMAND ASSOCIATES

#3102789900

T-188 P.08/12 F-965

Property Address: 1118 3RD STREET, #501, SANTA MONICA, CA 90403

Valid Until: 12/31/03

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Caroline Hanasab, who is authorized to receive it by 5:00 PM on the third calendar day after this offer is signed by Buyer (or, if checked, ☐ by July 8, 2003 (date) at 5 ☐ AM ☒ PM).

Date July 1, 2003

Date \_\_\_\_\_

BUYER Nikki Kelle

BUYER \_\_\_\_\_

(Print Name)

(Print Name)

914 2ND STREET, #E, SANTA MONICA CA 90403  
(Address)

32. BROKER: COMPENSATION FROM SELLER:

- A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.  
B. If escrow does not close, compensation is payable as specified in that separate written agreement.

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED \_\_\_\_\_

Date 7-9-03

Date \_\_\_\_\_

SELLER David Y. Farmer

SELLER \_\_\_\_\_

(Print Name) Ch. 7 Trustee for the estate of

(Print Name)

1118 3RD STREET, #501, SANTA MONICA, CA 90403  
(Address)

(Initials) \_\_\_\_\_ ) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

## REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.  
B. Agency relationships are confirmed as stated in paragraph 27.  
C. If specified in paragraph 2A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.  
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) NDURMAND & ASSOCIATESBy CAROLINE HANASAB Date July 8, 2003Address 42 NORTH BEVERLY DRIVE City BEVERLY HILLS State CA Zip 90210Telephone (310) 435-7980 Fax (310) 278-9900 E-mail COHENCAROLINE@YAHOO.COMReal Estate Broker (Listing Firm) NDURMAND & ASSOCIATESBy CAROLINE HANASAB Date June 19, 2003Address 42 NORTH BEVERLY DRIVE City BEVERLY HILLS State CA Zip 90403Telephone (310) 435-7980 Fax (310) 278-9900 E-mail COHENCAROLINE@YAHOO.COM

## ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 28 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder: \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTION. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published by the  
California Association of REALTORS®

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**4 - SERVICES AND INSPECTIONS:** Buyer understands that there are often significant differences between individuals and companies who perform physical and geological inspections both as to the scope and thoroughness of the inspections as well as to whether such companies maintain commercially reasonable levels of insurance coverage. Broker strongly recommends that Buyer independently investigate each individual and/or company prior to making a selection of a physical inspector, geological inspector or other professionals. BUYER AND SELLER AGREE TO RELY SOLELY UPON SUCH INDIVIDUALS/FIRMS AND NOT ON BROKER AS TO ALL MATTERS FOR WHICH BUYER AND SELLER HAVE CONSULTED SUCH FIRMS AND HOLD BROKER HARMLESS FROM ANY LOSS CONDITIONS OR DEFECTS AFFECTING THE PROPERTY WHICH ARE UNKNOWN TO BUYER AT THE TIME OF PURCHASE OF THE PROPERTY.

**5 - EARTHQUAKES AND REOCCURRING AFTERSHOCKS:** Buyer is advised that all property in Southern California is located in potentially active seismic areas and that the Greater Los Angeles Area is subject to periodic earthquakes and/or aftershocks from seismic activity. Buyer is advised to cause the Property to be inspected by qualified professionals during Buyer's physical inspection contingency period, including licensed contractors, structural engineers, chimney specialist, geologist, and other professionals, to determine the condition of the property, including the existence of any damage or defect in the Property, and the likelihood of any future damage, occurring due to earth movement. Buyer is also advised to discuss with Buyer's insurance agent both the benefits and costs of obtaining earthquake insurance. If this transaction involves Seller financing, Seller is aware that Seller can require Buyer to carry earthquake and other property insurance, naming Seller as an additional insured and loss payee, as its interest appears.

**6 - WAIVER OF INSPECTIONS:** IN THE EVENT BUYER ELECTS TO PURCHASE THE PROPERTY WITHOUT THE BENEFIT OF A PROFESSIONAL PHYSICAL AND GEOLOGICAL INSPECTION OF THE PROPERTY, BUYER IS ACTING AGAINST THE ADVICE AND RECOMMENDATION OF BROKER AND ACKNOWLEDGES THAT PHYSICAL AND GEOLOGICAL CONDITIONS MAY EXIST RELATING TO THE PROPERTY WHICH ARE PRESENTLY UNKNOWN BUT WHICH WOULD HAVE BEEN DISCLOSED BY SUCH INSPECTIONS. ACCORDINGLY, IN SUCH EVENT, BUYER AGREES TO WAIVE ANY CLAIM AGAINST BROKER AND HOLD BROKER HARMLESS FROM ANY LOSS OR DAMAGE SUFFERED BY BUYER AS A RESULT OF PHYSICAL OR GEOLOGICAL CONDITIONS OR DEFECTS AFFECTING THE PROPERTY WHICH ARE UNKNOWN TO BUYER AT THE TIME OF PURCHASE OF THE PROPERTY.

**7 - INSURANCE COVERAGE:** Buyer is aware that it may be a difficult and lengthy process to obtain a firm commitment for property insurance, including earthquake insurance and replacement cost for structure at market rates, without surcharge, acceptable to Buyer. Buyer and Seller agree that the obtaining of designated loans and/or assumption of existing financing set forth in Paragraph I A (1) and (2) of this contract, entitled "LOAN CONTINGENCY", shall include the obligation of Buyer, acting diligently and in good faith, to obtain lender approved and required insurance. Buyer and Seller agree that the obtaining of and verification funds set forth in Paragraph I K of this contract, entitled "IF THIS IS AN ALL CASH OFFER", shall include the obligation of Buyer, acting diligently and in good faith, to obtain required insurance.

**California Fair Plan:** Buyer is aware that all hillside property and/or property located near a brush area, (most especially, but not limited to, all property located N. of Sunset Blvd. & S. of Ventura Blvd.), may be subject to California Fair Plan Insurance. In addition, Buyer may be unable to obtain standard homeowner and/or earthquake insurance through standard insurance carriers and may not be able to obtain such insurance through Fair Plan. Buyer is advised to contact their insurance agent regarding the ability to obtaining Fair Plan Insurance. In some instances, Seller's existing Fair Plan policy may be assumed by Buyer, if any.

**Condominium Earthquake Insurance:** In the event the subject property is a condominium, Buyer and Seller are aware that certain lenders may require that the Homeowner's Associations of condominium projects maintain a policy of property hazard insurance, which includes earthquake insurance. In addition, the Homeowner's Association may be required to maintain a separate pre-funded reserve account with sufficient funds to cover the deductible amount of such a policy.

Buyer's Initials ( WR ) ( \_\_\_\_\_ ) Seller's Initials ( JS ) ( \_\_\_\_\_ )

**8 - HILLSIDE ORDINANCE:** Buyer is advised that all hillside property in the cities of Beverly Hills and Los Angeles, (most especially, but not limited to, all property located N. of Sunset Blvd. & S. of Ventura Blvd.), may be subject to and impacted by the Beverly Hills or Los Angeles City Hillside Ordinance. Buyer is advised to obtain an official copy of the ordinances in order to determine their impact, if any, on the property. Information on whether this property is impacted by Hillside Ordinances can be obtained from:

City of L.A. Department of Building & Safety  
1828 Sawtelle Blvd.  
Los Angeles, CA 90025  
(213) 435 - 2304

City of B.H. Department of Building & Safety  
455 N. Rexford Drive - Room G10  
Beverly Hills, CA 90210  
(310) 285 - 1141

Buyer is advised to check with local Building Departments on any property located outside of the Los Angeles or Beverly Hills Areas.

**9 - LAND USE/NEIGHBORHOOD CONDITIONS:** Buyer is advised that the property may be affected by future development of property in the neighborhood or surrounding area, including, without limitation, view, noise, traffic, local services and safety. Buyer is also aware that the property may be subject to building and development restrictions and conditions, including, without limitation, limitations on hillside development and alteration of hillside properties, and agrees to investigate such restrictions and conditions affecting the property including, without limitation, the school and school system, adequacy of law development, proximity to hospitals and fire protection services, existing and proposed bus and other transportation routes, airport or aircraft noise, and any other conditions which may affect the use or enjoyment of the property by Buyer. Buyer agrees that Seller and Broker make no representation as to the preservation of existing/future views, the growth of trees, shrubs and vegetation and other impairments.

BUYER IS ADVISED TO CONSULT WITH AND SHALL RELY SOLELY UPON BUYER'S OWN INVESTIGATION THROUGH APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE NEIGHBORHOOD CONDITIONS, FUTURE DEVELOPMENT OR PLANNING AND ITS POTENTIAL IMPACT ON THE PROPERTY, AND NOT UPON ANY REPRESENTATION OF SELLER OR BROKER AND AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM SAME.

**10 - BUYER'S SUBSEQUENT PURCHASE:** If Seller does not accept the terms and conditions herein set forth or if Seller accepts the terms and conditions but this transaction is not completed and if, within twelve (12) months following the date first written above, Buyer acting either directly, indirectly or through an person related to or dominated or controlled by Buyer, excluding Broker, herein, executes an agreement to acquire the real property by sale, exchange or contract, from Seller or Seller's successor in interest, Buyer hereby agrees to pay to Broker the commission specified in the Agreement or, if no commission is specified in the Agreement, a reasonable commission for similar transactions in the areas where the property is located.

**11 - COMMUTER TRAFFIC:** The traffic in this neighborhood may be heavier during commuting hours, especially on streets considered "cut through" streets. It is recommended that Buyer thoroughly investigates and familiarizes himself/herself with traffic and traffic patterns in the area surrounding the property and the noise generated by such traffic, particularly during commuter hours.

**12 - HISTORICAL CONSERVANCY:** The property may be designed a historical landmark or be located in a specified protected historical conservancy are which could place limitations and restrictions on the potential remodeling or development of the property.

**13 - VALUE:** Buyer and Seller acknowledge and agree that the property is personal to each individual and they are not relying on any representation of Broker as to the value of the property. Broker does not guarantee the present or future value of the property.

Buyer's Initials ( uh ) ( \_\_\_\_\_ ) Seller's Initials ( [Signature] ) ( \_\_\_\_\_ )

**14 - BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BROKER CANNOT:**

- (a) Guarantee the condition of the property.
- (b) Be responsible for defects unknown by Broker.
- (c) If Broker is required to inspect the property, be responsible for defects that are not visually observable in reasonably accessible areas of the property.
- (d) Identify property boundary lines.
- (e) Provide legal or tax advice.
- (f) Provide other advice/information that exceeds the knowledge, education and experience required to obtain a real estate license.

Buyer and Seller agree that they will seek legal, tax and other desired assistance from appropriate professionals.

**15 - BROKER PERFORMANCE:** Buyer and Seller agree that Broker is not responsible for the performance of either Buyer or Seller of any term of this agreement.

**16 - FACSIMILE TRANSMISSIONS:** In the event Buyer or Seller "Facsimile" transmit signed documents, Buyer and Seller shall agree to accept and instruct the escrow holder to rely and act upon such documents as if they bore original signatures. The failure of Buyer or Seller to forward signed originals of documents shall not invalidate the documents and/or this agreement. Buyer and Seller acknowledge that escrow instructions which relate to the release of funds from escrow may not be recognized as effective by escrow holder without original signatures. Buyer and Seller further acknowledge that certain documents which relate to the release of funds from escrow may not be recognized as effective by escrow holder without original signatures. Buyer and Seller further acknowledge that certain documents which may be necessary to secure financing for the property and to convey title of the property to Buyer will be required to bear original signatures. Documents with non-original signatures may not be accepted for recordation by the County Recorder, thus, making impossible the closing of a customary escrow.

**18 - PARAGRAPH 21 A of the RESIDENTIAL PURCHASE AGREEMENT and JOINT ESCROW INSTRUCTIONS:** Notwithstanding the other provisions of Section 21 A, in the event that mediation has not taken place within 180 days or ( ☐ \_\_\_\_\_ days) after the date that a written request for mediation of a dispute arising out of this Agreement is given by either party, then either party may file a legal proceeding or arbitration claim as provided in the Agreement, and the prevailing party shall be entitled to recovery attorneys fees and costs in such proceeding.

**19 - OTHER TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Buyer and Seller acknowledge a receipt of a copy of this addendum*

Date 6/23/03  
BUYER \_\_\_\_\_  
BUYER NORMAN KENNEDY

Date 7-19-03  
SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_



# SUPPLEMENT TO THE REAL ESTATE PURCHASE AGREEMENT AND JOINT ESROW INSTRUCTIONS



This Supplement is made with respect to and shall be a part of the Residential Purchase Agreement and Receipt for Deposit ("Purchase Agreement"), dated 07/08/03 by and between David Y. Farmer Chapter 7 Trustee as seller ("Seller"), and Nikki Keddle as buyer ("Buyer"), for the real property located at 1118 E 20 Street #601 Santa Monica California ("Property").

The Seller and Buyer intend this Supplement and said Purchase Agreement to be the final, complete and exclusive expression of their agreement. Buyer shall identify those inspections that Buyer will or will not conduct prior to the close of escrow by reviewing, completing, and signing this Supplement.

Seller's real estate broker and agent ("Listing Broker") and Buyer's real estate broker and agent ("Selling Broker") strongly urge Buyer to satisfy any concerns Buyer may have as to the physical condition of and other information about the Property. To accomplish this, Listing and Selling Brokers urge Buyer to employ competent, licensed professionals to inspect and write reports of all conditions of the Property. The list of inspections below is only a partial list of inspections. Listing and Selling Brokers hereby inform Buyer that Listing and Selling Brokers have not verified and will not verify the accuracy of the information about the Property provided by Seller or any other source. Buyer acknowledges the inspections listed below have been reviewed with and recommended to Buyer as evidenced by Buyer's and Selling Broker's/Agent's initials next to paragraphs 1 through 10 below. The Listing and Selling Brokers and Agents are not parties to the Purchase Agreement.

1. **Physical Inspection:** This inspection may reveal conditions that are not known to the Seller or to the Listing and Selling Brokers. This is a visual inspection of reasonably accessible areas. The inspector does not look inside walls or under carpets or move equipment or appliances apart. However, a professional inspector is trained to seek out certain conditions that may reveal aspects of the physical condition of the Property not recognized by the untrained eye. As such, the Buyer is urged to have a competent professional perform a physical inspection and write a report. Listing and Selling Brokers further urge the Buyer to avoid having a friend or relative who happens to be a "handy man" do the inspection rather than using a professional. Buyer is aware that the homes built or remodeled from 1985 through 1990 may contain defective ABS Plastic Drain, Waste and Vent pipe that is subject to failure. If this inspection is ordered, Buyer is urged to have the inspector determine if ABS Plastic pipe is present.  
(Buyer: WR) (Selling Agent: C.H.)

2. **Roof Inspection:** This inspection will reveal the present condition of the roof, past or current leaks and the approximate remaining life of the roof. While the physical inspection may include an inspection of the roof by a professional home inspector, the Listing and Selling Brokers urge the Buyer to obtain a roof inspection and a report by a licensed roofing contractor. (Buyer: WR) (Selling Agent: C.H.)

3. **Environmental Inspection:** In addition to the "Environmental Hazards: Guide for Homeowners and Buyers" booklet, Listing and Selling Brokers strongly urge Buyer to order an environmental inspection report by a qualified expert. This inspection will also reveal mold, mildew, spores and airborne bacteria, which Real Estate Brokers and Agents are not trained to detect. For any type of commercial, industrial or agricultural property, the Listing and Selling Brokers urge Buyer to obtain at a minimum a "phase one" environmental inspection and report. An environmental inspection may reveal conditions that may be hazardous to human health or to the condition of pets, livestock, crops, timber, etc. Listing and Selling Brokers strongly urge Buyer to obtain an environmental inspection because the Property may be located at or in the vicinity of abandoned and active oil and gas fields, abandoned and active pipelines that were or are used for oil, gas and other petroleum based products, toxic waste sites, sites that emit toxic, hazardous or carcinogenic chemicals known to the State of California to cause cancer or reproductive toxicity, and sites with landfill throughout California. Listing and Selling Brokers urge Buyer to obtain an environmental inspection of the water at the Property to determine whether or not the water contains hazardous or carcinogenic chemicals. Listing and Selling Brokers inform Buyer that such Brokers have not conducted an environmental inspection of the Property or the water at the Property, and that such Brokers are not qualified to conduct such inspections.

**Mold:** Mold is a common element in many homes. The State of California has not determined what levels of any type of mold may be harmful to human beings. Along with the inspections you have been advised to perform concerning the physical condition of the subject property, you should also be aware that you have the right to have the property inspected for Mold, Mildew, Spores and Airborne Bacteria. Real Estate Brokers and Agents are not trained to identify or locate Mold, Spores or Airborne Bacteria. Generally, Physical home inspectors do not report on Mold, Spores and Airborne Bacteria. If you are concerned about the possible presence of Mold, Spores and Airborne Bacteria, in or on the subject property, you are urged to have an environmental inspection by a qualified individual or entity.

(Buyer: WR) (Selling Agent: C.H.)



4. **Pool Inspection:** This inspection and report may reveal the condition of the pool and the spa, as well as the plumbing, pumps, electrical, and any other systems connected thereto. Such inspection will state the current conditions of these items but may not indicate the remaining useful life of such items and related systems. (Buyer: WR) (Selling Agent: C.H.)
5. **Soils/Geological/Structural Inspection:** Licensed geotechnical and soils engineers can determine if the soil and terrain of the Property is susceptible to damage, expansion, contraction, settlement, slippage, subsidence or other conditions. Such inspection may determine if the subject Property is constructed on filled or improperly compacted soil. The Listing and Selling Brokers strongly urge that a licensed, qualified professional conduct this inspection and write a report. In addition, both brokers strongly urge that a licensed, qualified professional conduct an inspection to determine the structural integrity and safety of all improvements on the Property. The Listing and Selling Brokers advise Buyer that some lenders may require an inspection and a report by a geotechnical, soils or structural engineer, or other expert prior to funding a loan. (Buyer: WR) (Selling Agent: C.H.)
6. **Well and Septic Inspection:** The well system, well water, and septic inspections will verify whether the Property is connected to a well and/or a septic system or connected to a public sewer system; whether the well system and the septic system are functioning properly; whether a well system or a septic system or any portion thereof have been abandoned; or whether the well water satisfies the Buyer's intended use. Listing and Selling Brokers have not verified this information regarding the well system, the well water, and the septic system or the conditions thereof. Listing and Selling Brokers strongly urge the Buyer to retain a competent professional to conduct well system, well water and septic inspections to verify such information about the conditions of the well system, well water, and septic system, or the sewer system and to write reports. (Buyer: WR) (Selling Agent: C.H.)
7. **Permits and Zoning:** The Listing and Selling Brokers do not know whether appropriate permits, building code approval, and/or zoning clearances were obtained for the construction of any improvements, alterations, modifications or remodeling of the subject Property. The Listing and Selling Brokers do not know whether the present or previous owner(s) or whether a licensed or unlicensed contractor performed such construction. The Buyer is urged to investigate these matters. Permits, certificates of occupancy, building code violations, zoning variances, or other documents regarding compliance with governmental requirements may be obtained by a search of the public records at the building, planning, or zoning departments (or similar agency) of the applicable municipality or county, or from an inspection company that provides such information for a fee.

If there are any improvements, alterations, modifications or remodeling of the subject Property for which permits, certificates of occupancy, zoning variances, or other documents regarding compliance with governmental requirements were not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property into compliance with current codes and other applicable laws or to demolish such improvements, alterations, modifications or remodeling.

The Listing and Selling Brokers make no representations as to the existence or validity of any permits, certificates of occupancy, zoning variances, or other documents regarding compliance with current codes or other applicable laws for the Property, regardless of whether provided by the building, planning, or zoning departments (or similar agency) of the applicable municipality or county, or another source. The Listing and Selling Brokers are not qualified to interpret or explain permits, building codes, certificates of occupancy, zoning variances, or other documents regarding compliance with current codes or other applicable laws. Buyer should consult with his or her inspectors or other professional advisors and appropriate governmental authorities regarding such matters. (Buyer: WR) (Selling Agent: C.H.)

8. **Square Footage, Lot Size and Boundary Lines:** Buyer is aware that the square footage, lot size or boundary lines represented on the multiple listing and/or advertisements are approximate figures. The Property has not been measured or surveyed for the accuracy of square footage, lot size or boundary lines. The dimensions contained in the legal description of the Property may not equal the actual area of the Property. The Listing and Selling Brokers have not verified the square footage, the legal description or the actual area of the Property. To determine square footage, lot size or boundary lines, the Listing and Selling Brokers advise and urge the Buyer to employ a licensed civil engineer, appraiser and/or surveyor of Buyer's choice. It is understood by the parties that upon removal of the contingency(ies) to the Purchase Agreement for inspections of the Property, the Buyer will be accepting the square footage, lot size and boundary lines that actually exist. (Buyer: WR) (Selling Agent: C.H.)

9. **Title, Easements, and Encroachments:** This inspection involves the review of a title company's preliminary title report, any recorded or unrecorded documents that affect the title, use or possession of the Property, and a physical inspection of the Property for possible easements or encroachments, such as roads, paths, structures or other improvements, that may affect the title, use or possession of the Property. The Listing and Selling Brokers have not verified whether recorded or unrecorded documents or easements or encroachments affect the title, use or possession of the Property. The Buyer is strongly urged to employ the appropriate competent professional (such as a civil engineer or surveyor) to determine the existence, extent, accuracy, and validity of such documents or to determine the existence, extent, accuracy of description or location, and validity of any and all easements or encroachments that may affect the title, use or possession of the Property. Buyer hereby releases the Listing and Selling Brokers from this responsibility.  
(Buyer: WA) (Selling Agent: C. H.)
10. **Megan's Law:** Listing and Selling Brokers hereby inform Buyer that law enforcement agencies have information regarding persons required to register under Penal Code § 290 for a conviction of various crimes. Listing and Selling Brokers strongly urge Buyer to obtain such information prior to the close of escrow. If the Buyer wants such information, then Buyer hereby assumes the responsibility to contact the appropriate law enforcement agency to obtain such information and hereby releases the Listing and Selling Brokers from this responsibility.  
(Buyer: WA) (Selling Agent: C. H.)
11. **Pet Urine, Stains and Odors:** If household pets are located on the property or if previous owners have maintained animals as pets on the property, there may be odors or stains in the property as a result of the animals or pets. Stains made by animals or pets are not always detectable by a visual inspection. Moreover, a Termite or Physical inspection may not detect such stains as they may be in the underlayment beneath carpeted areas, hardwood floors, linoleum or other floor covering material. In the event that none of the inspections performed by the buyer on the property disclose any animal stains and/or odors on the property, Buyer is assuming the risk that such stains and/or odors exist and may become apparent in the future.  
Buyer Initials: (WA) (Selling Agent: C. H.)
12. **No Verification by Brokers or Agents:** Brokers, the Listing Agent and Selling Agent hereby inform Buyer(s) that Brokers, the Listing Agent and Selling Agent have not and will not verify the accuracy of the information or representations about the property provided by the Seller or any other source. Buyer(s) shall not rely on Brokers, the Listing Agent or Selling Agent for information regarding any of these representations. Brokers, the Listing Agent and Selling Agent make no representations, express or implied, regarding information or representations made by the Seller or any other source. Brokers, the Listing Agent and Selling Agent are not parties to the purchase agreement.  
Buyer Initials: (WA) (Selling Agent: C. H.)
13. **WAIVER OF INSPECTIONS.** IN THE EVENT BUYER ELECTS TO PURCHASE THE PROPERTY WITHOUT ANY OR SOME OF THE PROFESSIONAL INSPECTIONS STATED ABOVE, BUYER IS ACTING AGAINST THE ADVICE AND RECOMMENDATION OF THE LISTING AND SELLING BROKERS. WITH RESPECT TO THOSE INSPECTIONS AND/OR INSPECTION REPORTS NOT OBTAINED BY THE BUYER, THE BUYER AGREES THAT BUYER WILL CONDUCT HIS/HER OWN INDEPENDENT INVESTIGATION OF THE SUBJECT PROPERTY AND VOLUNTARILY DECIDES TO ENGAGE IN THIS TRANSACTION BASED ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE SUBJECT PROPERTY. BUYER ACKNOWLEDGES THAT PHYSICAL CONDITIONS MAY EXIST RELATING TO THE PROPERTY WHICH ARE UNKNOWN BUT WHICH COULD HAVE BEEN DISCLOSED BY SUCH INSPECTIONS AND/OR INSPECTION REPORTS. Buyer Initials: (WA) (Selling Agent: C. H.)
14. **BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE LISTING AND SELLING BROKERS CANNOT AND WILL NOT:** (A) GUARANTEE THE CONDITIONS OF THE PROPERTY; (B) BE RESPONSIBLE FOR DISCLOSURE OF DEFECTS THAT ARE NOT KNOWN TO THE BROKERS AND/OR AGENTS; (C) BE RESPONSIBLE FOR DISCLOSURE OF DEFECTS THAT ARE NOT VISUALLY OBSERVABLE IN REASONABLY ACCESSIBLE AREAS OF THE PROPERTY; (D) IDENTIFY PROPERTY BOUNDARY LINES; (E) DETERMINE THE EXISTENCE AND/OR EXTENT OF RECORDED OR UNRECORDED EASEMENTS; (F) PROVIDE LEGAL OR TAX ADVICE; OR (G) PROVIDE OTHER ADVICE/INFORMATION THAT EXCEEDS THE KNOWLEDGE, EDUCATION AND EXPERIENCE REQUIRED TO OBTAIN A REAL ESTATE LICENSE. BUYER AND SELLER FURTHER ACKNOWLEDGE THAT THE LISTING AND SELLING BROKERS WILL NOT PERFORM AN INSPECTION OF AREAS THAT ARE REASONABLY AND NORMALLY INACCESSIBLE TO SUCH AN INSPECTION, NOR AN AFFIRMATIVE INSPECTION OF AREAS OFF THE SITE OF THE SUBJECT PROPERTY. BUYER AND SELLER FURTHER AGREE THAT THE LISTING AND SELLING BROKERS SHALL NOT INSPECT PUBLIC RECORDS, PERMITS, TITLE OR USE OF THE PROPERTY, OR VERIFY THE ACCURACY OF THE INFORMATION OR REPRESENTATIONS REGARDING THE PROPERTY PROVIDED BY THE SELLER OR ANY OTHER SOURCE.  
Buyer Initials (WA) Seller Initials (JH)

**BUYER ELECTS TO OBTAIN THESE INSPECTIONS:**

Physical Inspection ( ) Roof Inspection ( ) Environmental Inspection ( )  
Pool Inspection ( ) Soils/Geological Inspection ( ) Well/Septic Inspection ( )  
Permits & Zoning Inspection ( ) Square Footage/Lot Size & Boundary Lines ( )  
Title, Easements & Encroachments ( ) Megan's Law ( )

**BUYER ELECTS TO WAIVE THESE INSPECTIONS:**

Physical Inspection ( ) Roof Inspection ( ) Environmental Inspection ( )  
Pool Inspection ( ) Soils/Geological Inspection ( ) Well/Septic Inspection ( )  
Permits & Zoning Inspection ( ) Square Footage/Lot Size & Boundary Lines ( )  
Title, Easements & Encroachments ( ) Megan's Law ( )

Buyer and Seller acknowledge receipt of a copy of this Supplement to Residential Purchase Agreement.

Print Buyer Name: Nikki Keddie Signature: Nikki Keddie Date: 07/08/03

Print Buyer Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Seller Name: David Y. Farmer Signature: [Signature] Date: 6/9/03

Print Seller Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 10/02)

Property Address: 1118 3RD STREET, #601, SANTA MONICA, CA 90403

("Property")

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals, who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

**C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

**D. BROKER'S OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.

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BIA REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials ( WHS )

Seller's Initials ( JS )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



### BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 2)

Agent: <u>Nourmand</u>	Phone: (310)2744000	Fax: (310)	Prepared using WINForms® software
Broker: <u>Nourmand &amp; Associates</u>	210 N Canon Dr	Beverly Hills	CA 90210

4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)
5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (as borne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Shall not be responsible for identifying defects that are not known to Broker and (a) are not visually observable; in reasonably accessible areas of the Property; (b) are in common areas; or (c) are off the site of the Property; (v) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vi) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (vii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (viii) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (ix) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

Nir K. Krodie 07/08/2003  
Buyer Signature Date

Buyer Signature Date

David Y. Farmer 7/9/03  
Seller Signature Date

Seller Signature Date

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





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OF REALTORS®

# WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM

(C.A.R. Form WPA, Revised 10/02)

This is an addendum to the ☒ California Residential Purchase Agreement or ☐ Other \_\_\_\_\_  
("Agreement"), dated \_\_\_\_\_  
on property known as 1118 3rd street, # 601, Santa Monica, CA 90403  
between \_\_\_\_\_ ("Property"),  
and Nikki Keddie ("Buyer")  
David Y. Farmer ("Seller").

THE FOLLOWING SHALL REPLACE PARAGRAPH 4A IN THE AGREEMENT and shall supercede any conflicting terms in any previously-generated agreement:

## WOOD DESTROYING PESTS

- A. ☐ Buyer ☐ Seller shall pay for a Pest Control Report for wood destroying pests and organisms only ("Report"). The Report shall be prepared by Seller's Choice of, a registered structural pest control company, who shall separate the Report into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2). The Report shall cover the main building and attached structures and, if checked: ☐ detached garages and carports, ☐ detached decks, ☐ the following other structures on the Property: \_\_\_\_\_  
The Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent. If Buyer requests inspection of inaccessible areas, Buyer shall pay for the cost of entry, inspection and closing for those areas, unless otherwise agreed. A written Pest Control Certification shall be issued prior to Close Of Escrow, unless otherwise agreed, only if no infestation or infection is found or if required corrective work is completed.
- B. (Section 1) ☐ Buyer ☒ Seller NOT Done shall pay for work recommended to correct "Section 1" conditions described in the Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.  
(Section 2) ☒ Buyer ☐ Seller shall pay for work recommended to correct "Section 2" conditions described in the Report if requested by Buyer.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Addendum.

Date July 8, 2003

Date 7-9-03

Buyer Nikki Keddie  
Nikki Keddie

Seller David Y. Farmer  
David Y. Farmer

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

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WPA REVISED 10/02 (PAGE 1 OF 1)

## WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (WPA PAGE 1 OF 1)

Agent: Nourmand Phone: (310)2744000 Fax: (310) Prepared using WINForms® software  
Broker: Nourmand & Associates 210 N Canon Dr, Beverly Hills CA 90210

ASSOCIATION  
OF REALTORS®(CALIFORNIA CIVIL CODE 1102, ET SEQ)  
(C.A.R. Form TDS, Revised 10/01)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Santa Monica, COUNTY OF Los Angeles, STATE OF CALIFORNIA, DESCRIBED AS 1118 320 Street, #601 Santa Monica. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) \_\_\_\_\_. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☐ is not occupying the property.

**A. The subject property has the items checked below (read across)**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Range   | <input checked="" type="checkbox"/> Oven   | <input checked="" type="checkbox"/> Microwave                               |
| <input type="checkbox"/> Dishwasher  | <input type="checkbox"/> Trash Compactor   | <input checked="" type="checkbox"/> Garbage Disposal                        |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups                                   | <input type="checkbox"/> Smoke Detector(s)   | <input type="checkbox"/> Rain Gutters                                       |
| <input type="checkbox"/> Burglar Alarms  | <input type="checkbox"/> Satellite Dish  | <input type="checkbox"/> Fire Alarm   |
| <input type="checkbox"/> T.V. Antenna  | <input type="checkbox"/> Central Air Conditioning  | <input type="checkbox"/> Intercom   |
| <input type="checkbox"/> Central Heating   | <input type="checkbox"/> Sprinklers  | <input type="checkbox"/> Evaporator Cooler(s)                               |
| <input type="checkbox"/> Wall/Window Air Conditioning                                      | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Public Sewer System                                |
| <input type="checkbox"/> Septic Tank   | <input type="checkbox"/> Built-in Barbecue   | <input type="checkbox"/> Water Softener                                     |
| <input type="checkbox"/> Patio/Decking   |  | <input checked="" type="checkbox"/> Gazebo                                  |
| <input checked="" type="checkbox"/> Sauna  | <input checked="" type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier*                         | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input checked="" type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)*   | <input type="checkbox"/> Number Remote Controls _____                       |
| <input type="checkbox"/> Security Gate(s)  | <input type="checkbox"/> Not Attached  | <input type="checkbox"/> Carport  |
| Garage: <input checked="" type="checkbox"/> Attached                                       | <input type="checkbox"/> Solar   | <input type="checkbox"/> Electric   |
| Pool/Spa Heater: <input checked="" type="checkbox"/> Gas                                   | <input type="checkbox"/> Water Heater Anchored, Braced, or Strapped*   | <input type="checkbox"/> Private Utility or Other _____                     |
| Water Heater: <input type="checkbox"/> Gas   | <input type="checkbox"/> Well  |   |
| Water Supply: <input type="checkbox"/> City  | <input type="checkbox"/> Bottled   |   |
| Gas Supply: <input type="checkbox"/> Utility   | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |   |
| <input type="checkbox"/> Window Screens  |  |   |

Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_  
☐ Gas Starter \_\_\_\_\_ ☐ Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)  
☐ Other \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No. If yes, then describe (Attach additional sheets if necessary): \_\_\_\_\_

(\*see footnote on page 2)

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TDS-11 REVISED 10/01 (PAGE 1 OF 3) Print Date BDC May 02

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (WJR) \_\_\_\_\_

Seller's Initials \_\_\_\_\_

Reviewed by

Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_





B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components  
 (Describe: \_\_\_\_\_)

If any of the above is checked, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.4 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property .... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☐ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ..... ☐ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ..... ☐ Yes ☐ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☐ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☐ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☐ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☐ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☐ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☐ No
12. CC&F's or other deed restrictions or obligations ..... ☐ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☐ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☐ No
16. Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others) ..... ☐ Yes ☐ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): EXEMPT

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

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TDS-11, REVISED 10/01 (PAGE 2 OF 3)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (WR) (\_\_\_\_\_) (\_\_\_\_\_)

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by

Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



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### III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.

☒ Agent notes the following items:

Broken sink - holes in the (entrance) wall; cracks in the fireplace; missing door's knobs; Microwave handle door broken

Agent (Broker Representing Seller) Nourmand & Associates By Caroline Harnasch Date 06/23/03  
(Please Print) (Associate-License or Broker Signature)

### IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.

☒ Agent notes the following items:

Broken Sink (Master bathroom); holes in the wall (entrance) cracks in the fireplace; missing door's knobs; Microwave handle door broken

Agent (Broker Obtaining the Offer) Nourmand & Associates By Caroline Harnasch Date 06/23/03  
(Please Print) (Associate-License or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller [Signature] Date 6-9-03 Buyer Wahne Keddle Date 06/23/03  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Nourmand & Associates By Caroline Harnasch Date 06/23/03  
(Please Print) (Associate-License or Broker Signature)

Agent (Broker Obtaining the Offer) Nourmand & Associates By Caroline Harnasch Date 06/23/03  
(Please Print) (Associate-License or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

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Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



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ASSOCIATION  
OF REALTORS®

FOR COMMON INTEREST DEVELOPMENTS  
(C.A.R. Form HOA, Revised 10/02)

Property Address: 11183 RD Street, #601 Santa Monica CA 90043  
Owner of Property: David Y Farmer/Chapter 7 Trustee ("Seller")  
Mailing Address: \_\_\_\_\_

To: Homeowners' Association \_\_\_\_\_ ("HOA")

Pursuant to California Civil Code §1368 and the request of Seller, within 10 calendar days from the date of this request, please provide Seller the items or information listed on page 2 at the mailing address indicated above; or (if checked) to ☐ \_\_\_\_\_

On page 2, please indicate whether the item is attached or not available, provide the information requested in the Explanation column or otherwise explain.

Requested by Seller:

Seller or Seller's Agent Nauremand & Ass / Caroline Henasab Date 07/07/03

The documents and information provided by the HOA referenced above were provided by:

\_\_\_\_\_  
(print name) Its \_\_\_\_\_  
(title)

By signing below, the undersigned acknowledges that each has read, understands and has received a copy of this Request.

Seller [Signature] Trustee Date 6-9-03

Seller \_\_\_\_\_ Date \_\_\_\_\_

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HOA REVISED 10/02 (PAGE 1 OF 2) Print Date BDC Oct 02

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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HOA INFORMATION REQUEST (HOA PAGE 1 OF 2)

## FOR COMMON INTEREST DEVELOPMENTS

Item	HOA Response		
	Attached	Not Available	Explanation
Articles of Incorporation			
CC&Rs			
Bylaws			
Rules and Regulations			
Age restrictions, if any			
Pro Forma Operating Budget, or summary including reserve study			
Financial Statement Review			
Assessment Enforcement Policy			
Insurance Summary			
Regular Assessment			
Special Assessment			
Emergency Assessment			
Other unpaid obligations of Seller			
Approved changes to assessments			
Preliminary list of defects			
Settlement Notice Regarding Common Area Defects			
Pending or anticipated claims or litigation by or against HOA			
Most recent 12 Months of HOA Minutes			
Number of designated parking spaces			
Location of parking spaces			
Number of designated storage spaces			
Location of storage spaces			
Any other document required by law			
Name and contact information of other HOAs governing property			
Other			

HOA \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Seller David Y. Farmer, Ch. 7 Trustee Date 6-9-03

I acknowledge receipt of a copy of each item checked above. This document may be executed in counterparts.

Buyer Nikki Kedzie Date 07/08/03  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

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Jun-21-03 01:01pm From-NOURMAND ASSOC

+3102788500

T-088 P.23/26 F-862

ASSOCIATION  
OF REALTORS®

**DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM  
For Pre-1978 Housing Sales, Leases, or Rentals**

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other:

dated 05/04/03 on property known as: 1118 3 RD STREET, #G01 Santa Monica, CA 90403 ("Property")  
in which Nikki Keddle is referred to as Buyer or Tenant  
and David Y. Farmer, Chapter 7 Trustee for the bankruptcy estate of Harry Scott Kora, Case No. ND02-11603-RR is referred to as Seller or Landlord.

**LEAD WARNING STATEMENT (SALE OR PURCHASE)** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL)** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

**For Sales Transactions Only:** Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord

Date

Seller or Landlord

Date

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FLD REVISED 1/03 (PAGE 1 OF 2) Print Date Nov 02

Buyer's Initials WLS  
Seller's Initials DF

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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## DISCLOSURE OF SEISMIC GAS SHUTOFF VALVE ORDINANCE FOR THE CITY OF LOS ANGELES

PROPERTY ADDRESS 11183 RD Street, #601 Santa Monica

**SALE OF RESIDENTIAL PROPERTY:** Effective February 5, 1998 the City of Los Angeles has enacted Ordinance Number 171874, Section 94, 1219.23 of Los Angeles Municipal Code and modified by the Los Angeles City Council on November 7, 2001 which requires owners of residential buildings situated in the City of Los Angeles to install a seismic gas shutoff valve prior to the close of escrow.

**DEFINITION OF RESIDENTIAL:** A "residential building" includes any single family dwelling, duplex, apartment building, townhouse and/or condominium.

**CONDOMINIUMS:** The sale of an individual condominium unit in a building requires installation of seismic gas shutoff valve for all gas piping serving that building. If the building in which a condominium unit is located has multiple gas lines, the shutoff valve is required on the line serving the unit sold and any other units served by the same line or meter.

It is strongly recommended that interested parties contact the Condominium Home Owner's Association ("HOA") in order to determine the number of gas lines servicing the building and HOA's position regarding compliance with the City of Los Angeles Seismic Gas Shutoff Valve Ordinance.

**ALTERATIONS TO RESIDENTIAL PROPERTY:** The ordinance also requires installation of a seismic gas shutoff valve in connection with any alteration or addition valued at \$10,000 or more for which a building permit for work is first issued on or after January 10, 1998 by the City of Los Angeles.

**ADDITIONAL INFORMATION:** For more information, interested parties may contact the Los Angeles Department of Building and Safety (888)524-2845.

By signing below I acknowledge receiving a copy of this disclosure.

Seller *[Signature]* Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer *Natalie K. [Signature]* Date 6-23 Buyer \_\_\_\_\_ Date \_\_\_\_\_



## NOURMAND & ASSOCIATES REALTORS

# DISCLOSURE REGARDING DEFECTIVE FURNACES

Property Address 1118 3RD Street #601 Santa Monica

The U.S. Consumer Product Safety Commission (CPSC) has issued a warning regarding certain gas-fired horizontal forced-air furnaces that present a substantial risk of fire. The furnaces in question were manufactured from 1983 through 1994 by Consolidated Industries (formerly Premier Furnace Company) and were marketed under many different brand names. Homes built before 1983 or after 1994 could still have the furnaces in question due to replacements or remodeling.

It is recommended that you have this issue investigated by a qualified professional to determine if the furnace in any property you are selling or buying is defective and/or dangerous. Local gas companies will inspect furnaces at no charge and if the furnace is one of the models in question will indicate that it should not be used. The Gas Company will not however make specific recommendations as to repairs and/or replacement. If the furnace presently installed at the property falls within the category identified by the CPSC a professional with expertise regarding gas furnaces should be retained to make a more specific determination.

**REAL ESTATE BROKERS AND AGENTS ARE NOT QUALIFIED TO INSPECT FURNACES OR TO MAKE ANY RECOMMENDATIONS OR DETERMINATIONS CONCERNING POSSIBLE DEFECTS OR HEALTH AND SAFETY ISSUES. THE PURPOSE OF THIS DISCLOSURE IS TO PUT SELLERS AND BUYERS ON NOTICE TO CONDUCT THEIR OWN DUE DILIGENCE REGARDING THIS MATTER USING APPROPRIATE QUALIFIED EXPERTS.**

### Acknowledgement of Receipt

The undersigned parties acknowledge receipt of copy of this disclosure

N. N. Keddle

Buyer

06/23/03

Date

[Signature]

Seller

6/9/03

Date

[Signature]

Buyer

6/9/03

Date

Seller

Date





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## COMMISSION AGREEMENT

1. **COMPENSATION:** Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Seller/Buyer, ("Principal"), and Broker.

David Y. Farmer (Chapter 7 Trustee) ("Principal"),  
agrees to pay to Nourmand & Associates ("Broker(s)"),  
as compensation for services, irrespective of agency relationships, the sum of either \$ 5 percent of the transaction price, or  
Dollars (\$ 5), for property situated in the City of  
Santa Monica, County of Los Angeles, California.

described as 1118 3.20 Street #601 Santa Monica CA 90403  
Compensation is payable as follows: (a) On recordation of the deed or other evidence of title; or (b) If completion of the transaction is prevented by default of Principal, then upon such default; or (c) If completion of the transaction is prevented by a party to the transaction other than Principal, then only if and when Principal collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered, or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. Broker may cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow.

2. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Principal and Broker(s) arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

3. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Principal and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 3C below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** Principal and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, subject to paragraph 3C below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Principal's Initials DF

Broker's Initials CH

C. **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (a) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects in which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

4. **OTHER TERMS AND CONDITIONS:**

subject to Court Approval

Principal has read and acknowledges receipt of a copy of this Agreement.

Principal [Signature]  
Address 4254 Marsh St  
San Luis Obispo CA 93401  
Date 6/9/03 Phone/Fax/Email 805-541-5390

Principal [Signature]  
Address [Blank]  
Date [Blank] Phone/Fax/Email [Blank]

Real Estate Broker agrees to the foregoing:

Broker Nourmand & Associates

By Caroline Hanasab Date 02/07/03

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521 South Virgil Avenue, Los Angeles, California 90020

Reviewed by

Broker or Designee [Blank] Date [Blank]



REVISION DATE 10/2000 Print Date BDC Nov 02

CA-11 (PAGE 1 OF 1)

COMMISSION AGREEMENT (CA-11 PAGE 1 OF 1)

# Nourmand & Associates

## REALTORS

### STATEMENT OF AFFILIATED SERVICES (For Sale Transactions)

Nourmand & Associates Realtors and/or related companies maintain an ownership and/or financial interest in New Mortgage Concepts. Nourmand & Associates Realtors and/or related entities may receive a financial benefit if parties to this transaction utilize the services of either of these entities.

In connection with purchase and/or ownership of a home, a party may need a lender to provide financing. We recommend New Mortgage Concepts as the lender. A party is not required to use New Mortgage Concepts as the lender of as a condition to Nourmand & Associates Realtors providing real estate brokerage services in this transaction. A party may wish to consider other lenders to determine that the party is receiving the best services and rates

#### THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THE ABOVE:

DATE: 7/9/03

DATE: \_\_\_\_\_

SELLER: [Signature]

BUYER: N. Keddie

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: Nikki Keddie

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SELLER AGENT: Caroline Hanasab BUYER AGENT: Caroline Hanasab

PRINT NAME: CAROLINE HANASAB PRINT NAME: CAROLINE HANASAB

Jun-21-03 12:58pm From-NOURMAND ASSOC

+3102789900

T-092 P.12/28 F-862

www.BadIsCloSure.com



Part of the BPA Family of Companies

Questions: 800.447.3860

## COMMERCIAL AND INDUSTRIAL ZONE DISCLOSURE NOTICE FORM FOR

ADDRESS: 11TH 3rd St. # 601

CITY: Santa Monica

COUNTY: LOS ANGELES

APN: 6297-021-059

ESCROW: 24770-DC

### Background Information / Discussion Summary:

#### Commercial and Industrial Zone Disclosure

As defined by and subject to article 1102.17 of the California Civil Code, any seller of residential real property who has actual knowledge that the said property is affected by, or zoned to allow, industrial use as described in Section 731a of the Code of Civil Procedure, shall give written notice of that knowledge as soon as is practicable before transfer of title. Section 731a defines in detail certain expressly permitted uses and areas involving manufacturing, commercial, or airport uses.

#### Referenced Codes for Review:

##### California Civil Code of Procedures 731a

When over any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation. Nothing in this act shall be deemed to apply to the regulation and working hours of canneries, fertilizing plants, refineries and other similar establishments whose operation produces offensive odors.

##### California Civil Code 1102.17

The seller of residential real property subject to this article who has actual knowledge that the property is affected by or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure shall give written notice of that knowledge as soon as practicable before transfer of title.

I, David V. Farmer, Ch. 7 Trustee ("The Seller") have properly disclosed  
to Nilelei Kadike ("The Buyer") before the transfer of title of property to Buyer  
that the property **IS** **IS NOT** (Please circle one only!) affected by or zoned to allow an  
industrial use as defined in California Civil Code 1102.17 and as further described in Section 731a of the  
California Code of Civil Procedure. The seller further agrees that this disclosure is based on the Seller's current  
actual knowledge as defined in California Civil Code Section 1102.17.

Signed on this 02 Day, in the month of 07 2003

Signed [Signature]  
Seller's Agent

Nilelei Kadike  
Buyer  
Caroline Harwood  
Buyer's Agent

Other \_\_\_\_\_

Tracking Number: 02500453

Date Completed: 06/25/2003

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## Seller's Advisory

(C.A.R. Form SA, Revised 10/01)

Property Address: 1118 3rd Street, # 601, Santa Monica, CA 90403

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker for help.

### 2. DISCLOSURES:

A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If the Property you are selling is a residence with one to four units, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. **Statutory Duties:** (For one-to-four Residential Units):

(1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.

(2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets titled "The Homeowners Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.

(3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act.

(4) If the TDS, NHD, or lead, military ordnance, commercial zone or Mello-Roos disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements. However, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death. However, California Civil Code Section 1710.1 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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SA-11 REVISED 10/01 (PAGE 1 OF 2)

Seller acknowledges receipt of copy of this page.

Seller's Initials

Reviewed by

Broker or Designee

Date



### SELLER'S ADVISORY (SA-11 PAGE 1 OF 2)

Agent: Nourmand

Broker: Nourmand & Associates

210 N Canon Dr

Beverly Hills

CA 90210

Prepared using WINForms® software

**3. CONTRACT TERMS AND LEGAL REQUIREMENTS:**

- A. Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
- E. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key/safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video-tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:**

*Seller exempt from some disclosures*

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller *[Signature]* Date 07/08/03

Print Name W.D. Farmer, Ch. 7 Trustee

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Real Estate Broker Nourmand & Associates

By *Caroline Hanasab*  
(Agent) Caroline Hanasab

Address 42 North Beverly Drive, # 200

City Beverly Hills

State Ca Zip 90210

Telephone \_\_\_\_\_

Fax (310) 278-9900

E-mail cohen.caroline@yahoo.com

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525 S. W. 1st Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_

Broker or Designee \_\_\_\_\_

Date \_\_\_\_\_



*Normand & Associates*

REALTORS

**ADDENDUM TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

The following terms and conditions are hereby incorporated in and made a part of the Real Estate Transfer Disclosure Statement.

Dated 06/23/2003 on property located at 11183 RD STR. # 601  
Santa Monica, CA 90403

If a checkmark appears in the box to the left, the checked disclosure(s) applies to the property

- ☐ **COASTAL COMMISSION** - Buyer is aware that the subject property may be within the Jurisdiction of the California Coastal Commission. Information regarding the impact of this on the subject property may be obtained from the California Coastal Commission Regional Office in Long Beach at (310) 590-5071.
- ☐ **EARTHQUAKE RETROFITTING / STRUCTURAL STEEL WELD INSPECTION** - Buyer is aware that the City of Los Angeles and other municipalities require all steel welds in commercial and residential high-rise structures be inspected for mandatory earthquake retrofitting. A master list of properties impacted by the retrofit requirements has been compiled by the City of Los Angeles. For additional information contact the Homeowners Association of the specific property or the Los Angeles Department of Building and Safety at (213) 485-2322.
- ☐ **METHANE GAS** - Buyer is aware that the subject Property is located in an area designated as either high risk or potential high risk methane gas area and is subject to the Los Angeles Methane Gas Ordinance. Buyer may obtain an official copy of the ordinance by calling or going to the Los Angeles City Ordinance Division, 200 N. Spring Street #39, Los Angeles, CA 90012 at (213) 485-5705.
- ☐ **MOUNTAIN GATE / BEL-AIR SKYCREST** - Buyer is aware that the subject property is located in an area known to have methane gas. Although not subject to the Los Angeles Methane Gas Ordinance, Buyer is advised to contact the homeowners association of each development for more specific and accurate information.
- ☐ **MULHOLLAND SCENIC PARKWAY SPECIFIC PLAN** - Buyer is aware that all property in Los Angeles City bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/county boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan, (Ordinance # 157943 or the City of Los Angeles). If the subject property lies within the specific plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate thoroughly the impact that the Mulholland Scenic Parkway Specific Plan may have on subject property. Buyer may obtain an official copy of the ordinance by calling or going to the Los Angeles City Ordinance Division, 200 N. Spring St. #39, Los Angeles, CA 90012 (213) 285-1031.
- ☐ **SANTA MONICA BLVD. TRANSIT PARKWAY PROJECT** - Buyer is aware there is a plan to reconfigure Big Santa Monica Blvd. from Sepulveda to Moreno Drive Buyer may obtain information pertaining to the project from the Project Manager, for the Los Angeles County, Metropolitan Transportation Authority, Westside Area at (213) 922-3062 or (213) 922-3058.

Buyer's Initials (uk)Seller's Initials (JH)



# Nourmand & Associates

## REALTORS

- ☐ **PACIFIC PALISADES TRACT 9300** - Buyer is aware that a provision of the deed of conveyance reads, in part as follows: no building or other structure shall be erected or the erection thereof be done on said premises (land in tract 9300) until the plans and specifications thereof shall have first been presented to, and approved in writing by the Palisades Corporation, its successors or assignees (The Pacific Palisades Civic League) as to outward appearance and design. This language is all-inclusive and governs even minor additions or alterations that affect subject property owners to restrictions. Request for approval of any changes of the outward appearance and design for building, signs, fences, satellite dishes, or other structures must be considered by the reversionary rights committee of the Civic League.
- ☐ **RENT CONTROL** - Buyer is aware that the subject property may be subjected to a Rent Stabilization Ordinance. Information regarding the impact of this ordinance on the subject property, including, but not limited to, relocation fees and ability to evict tenants, registration of units and compliance with the Ordinance may be obtained from: Los Angeles City Rent Stabilization Board (213) 647-7368; the City of West Hollywood Rent Stabilization Board (323) 848-6450; City of Santa Monica Rent Control Board (310) 458-8751; Beverly Hills Rent Stabilization Board (310) 285-1031.
- ☐ **SUBWAY SYSTEM - LIGHT RAIL - METRO RAIL** - Buyer is informed that the subject property may be situated in or near one of the areas in which public authorities are contemplating or planning the location of a public rail transportation line. Any such rail line could adversely or beneficially affect the value or desirability of subject property. Buyer is advised that areas somewhat distant from the actual rail line may also be impacted. During the contingency period for Physical Inspection as provided for in the Purchase Agreement & Joint Escrow Instructions, Buyer is strongly advised to independently investigate the potential impact of any rail line on the subject property. Information on public transportation rail may be obtained from the MTA hotline (310) 922-6235.
- ☐ **SUNSET PACIFIC PLAN** - In 1996, the City of West Hollywood implemented a 20-year old plan for the development of Sunset Boulevard from Havenhurst Drive on the East to Sierra Alta Way on the West. The implementation of the various stages of this plan may, at various times, adversely impact parking, traffic flow, views and/or light for certain properties. For information regarding this plan, contact the Planning Department for the City of West Hollywood at (323) 848-6475.
- ☐ **20th CENTURY FOX STUDIOS EXPANSION** - Buyer is advised that 20th Century Fox may expand and/or increase the density of their studio complex, which may or may not adversely affect traffic in the area of the property. It is recommended that Buyer thoroughly investigate this potential project and satisfies himself or herself as to the effect on the property, or the traffic in the vicinity of the property. For further information, please call (310) 369-2058.

ADDITIONAL DISCLOSURES (if any) \_\_\_\_\_

IF BUYER FAILS TO GIVE WRITTEN NOTICE OF DISAPPROVAL WITHIN THE TIME PERIOD SPECIFIED HEREIN, THE BUYER SHALL CONCLUSIVELY BE DEEMED TO HAVE COMPLETED THE APPROPRIATE INVESTIGATION(S) AND THE CONDITION(S) SHALL BE DEEMED APPROVED.

BUYER AND SELLER ACKNOWLEDGE A RECEIPT OF A COPY OF THESE ADDITIONAL DISCLOSURES.

DATE 06/23/03

BUYER Vicki Keadle

DATE 7-9-03

SELLER [Signature]





## ACKNOWLEDGMENT OF RECEIPT REGARDING AUTOMATIC GAS SHUT-OFF VALVE ORDINANCE

PROPERTY ADDRESS 1118 3RD Street, #601 Santa Monica

All parties to this transaction are aware that effective February 5, 1998, the seismic gas shut off valve ordinance took effect and was modified by the Los Angeles City Council on November 7, 2001. The ordinance requires that a seismic gas shut-off valve be retrofitted by the Seller prior to close of escrow.

For the purpose of this transaction, the following has been agreed to:

- ☐ Seller will be responsible for said retrofit prior to the close of escrow.
- ☒ Property already has a shut-off valve and meets with the standards of the ordinance.

### I/WE ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

Seller [Signature] Date 7/9/03 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer Rikki Reddie Date 06/23/03 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Listing Agent Caroline Hanasab Date 06/23/03  
Selling Agent Caroline Hanasab Date 06/23/03

## DISCLOSURE REGARDING MOLD

Current publicity has focused on toxic and non-toxic molds in homes, schools and other buildings across the U.S. It is recommended that you have this issue investigated by a qualified professional to determine if the subject property you are selling or buying presents current or a potential for mold exposure.

**REAL ESTATE BROKERS AND AGENTS ARE NOT QUALIFIED TO INSPECT FOR MOLD OR TO MAKE ANY RECOMMENDATIONS OR DETERMINATIONS CONCERNING POSSIBLE EXPOSURE OR HEALTH AND SAFETY ISSUES. THE PURPOSE OF THIS DISCLOSURE IS TO PUT SELLERS AND BUYERS ON NOTICE TO CONDUCT THEIR OWN DUE DILIGENCE REGARDING THIS MATTER USING APPROPRIATE QUALIFIED EXPERTS.**

### Acknowledgement of Receipt

The undersigned parties acknowledge receipt of a copy of this disclosure.

<u>Nikki Keldie</u>	<u>06/23/03</u>	<u>[Signature]</u>	<u>7/9/03</u>
Buyer	Date	Seller	Date

_____	_____	_____	_____
Buyer	Date	Seller	Date

ASSOCIATION  
OF REALTORS®DISCLOSURE AND CONSENT FOR  
REPRESENTATION OF MORE THAN ONE BUYER OR SELLER

A real estate broker, whether a corporation, partnership or sole proprietorship, ("Broker") may represent more than one buyer or seller provided the Broker has made a disclosure and the principals have given their consent. This multiple representation can occur through an individual licensed as a broker or through different associate licensees acting for the Broker. The associate licensees may be working out of the same or different office locations.

Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Buyer and Seller understand that Broker may represent more than one buyer or seller and even both buyer and seller in the same transaction.

If Seller is represented by Broker, Seller acknowledges that Broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both Seller and Buyer in that transaction.

If Buyer is represented by Broker, Buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both Buyer and Seller with regard to that property.

In the event of dual agency, Seller and Buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to Seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the Seller, will not disclose to the Buyer that Seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a Dual Agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Seller and/or Buyer acknowledges reading and understanding this Disclosure and Consent for Representation of More than One Buyer or Seller and agree to the dual agency possibility disclosed.

Seller/Buyer *[Signature]* Date 06/23/03

Seller/Buyer *[Signature]* Date 7-9-03

Real Estate Broker (Firm) Ndurmans & Associates Date 06/23/03

By *[Signature]*

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551 South Virgil Avenue, Los Angeles, California 90020

Reviewed by

Broker or Designee *[Signature]*

Date

10/2000 Print Date BDC Feb 03

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REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (DA-11 PAGE 1 OF 1)



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ASSOCIATION  
OF REALTORS®(As required by the Civil Code)  
(C.A.R. Form AD-11, Revised 10/01)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

BUYER/SELLER Wanda K. K... Date 06/24/03 Time 10 AM/PM  
BUYER/SELLER ... Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM  
AGENT Nourmand & Associates By Caroline Harnisch Date 06/23/03  
(Please Print) (Associate-Licensee or Broker Signature)

**THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):**

- When the listing brokerage company also represents the Buyer, the Listing Agent shall give one AD-11 form to the Seller and one to the Buyer.
- When Buyer and Seller are represented by different brokerage companies, then the Listing Agent shall give one AD-11 form to the Seller and the Buyer's agent shall give one AD-11 form to the Buyer and one AD-11 form to the Seller.

**SEE REVERSE SIDE FOR FURTHER INFORMATION**

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Reviewed by \_\_\_\_\_

Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



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TOTAL P. 42

DECLARATION OF SERVICE

[U.S. Bankruptcy Court, Central District, Local Rule 7004-1(b)

CHERYL NICCOLI, the undersigned, hereby declares:

Declarant is a citizen of the United States and is employed by the law firm of Michaelson, Susi & Michaelson, a Professional Corporation, Seven West Figueroa Street, Santa Barbara, CA 93101. Declarant is over the age of 18 years and is not a party to the within action.

On the 11th day of July, 2003, at the direction of JAY L. MICHAELSON of said firm and a Member of the Bar of the United States District Court for the Central District of California, I served the:

NOTICE OF ERRATA AND SUPPLEMENT TO MOTION FOR ORDER AUTHORIZING TRUSTEE TO SELL REAL PROPERTY, TO PAY COSTS OF SALE, INCLUDING A SALES COMMISSION, AND TO SATISFY DIRECTLY FROM ESCROW CERTAIN OBLIGATIONS SECURED BY THE PROPERTY TO BE SOLD AND FREE AND CLEAR OF THE ABSTRACTS OF JUDGMENT RECORDED BY ELMER BUXTON WITH LIENS TO ATTACH TO PROCEEDS OF SALE; DECLARATIONS OF DAVID Y. FARMER AND CAROLINE HANASAB IN SUPPORT THEREOF; AND OVERBID PROCEDURE


on the interested parties in this matter by:

(X) mailing, with postage thereon fully prepaid; ( ) personally delivering; ( ) sending via FAX transmission with confirmation of transmittal by follow-up telephone call and transmit confirmation report to the individuals at the addresses and FAX numbers listed below; or ( ) sending via overnight carrier, a true copy thereof, to said party at his, her, or their known address, to wit:

-SEE ATTACHED LIST-

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Barbara, California, on the 11th day of July, 2003.

  
CHERYL NICCOLI, Declarant

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